IN THE HIGH COURT OF PUNJAB & HARYAN AT CHANDIGARH

Civil Revision 1137 of 2007
Date of decision: March 13,2007

Union of India V. Ashwani Kumar and another

CORAM: HON'BLE MR.JUSTICE VINEY MITTAL

Present: Shri Anjali Kukar,Central Government Standing Counsel, for the petitioner.

Viney Mittal,J.(Oral)

Petitioner,Union of India, is aggrieved against the order dated November 4,2006 passed by the Motor Accidents Claims Tribunal, Gurgaon.

The facts, which lead to the filing of the present petition, may be noticed as follow:

Union of India filed a claim petition under section 166 of the Motor Vehicles Act,1988 against Jaspal Singh and Ashwani Kumar. The aforesaid respondents were proceeded against exparte in the proceedings before the Motor Accidents Claims Tribunal. The exparte award dated August 9,1994 was rendered by the Tribunal. An amount of Rs.94,328.69 along with costs and interest was awarded in favour of the claimant-Union of India.

The aforesaid award was sought to be executed by the claimant-Union of India before the Tribunal. In the aforesaid proceedings, the claimant-Union of India also sought to implead the Oriental Insurance Company Limited as respondent No.3. It was claimed that the vehicle in question owned by the aforesaid respondent-JD was insured with the Oriental Insurance Company at the time of the accident and as such the Oriental Insurance

Company was liable to be impleaded as a necessary party. However, when it was realised that in execution proceedings Oriental Insurance Company could not have been impleaded as a party-respondent, then a review petition was filed by the Union of India for reviewing the award dated August 9,1994. It was claimed by the claimant-Union of India that in the original claim petition also Insurance Company had been arrayed as respondent No.3 but since the name of the Insurance Company was not known and the main respondents No.1 and 2 had remained exparte ,therefore the said Insurance Company could not be so impleaded. On the basis of the aforesaid pleas the award dated August 9,1994 was sought to be reviewed and it was claimed that the claim petition filed by the claimant-Union of India was even liable to be amended. An application under Order 1 Rule 10 read with Order 6 Rule 17 of the Code of Civil Procedure was also filed for the aforesaid purpose.

Vide the impugned order dated November 4,2006, the review application as well as amendment application filed by the claimant-UOI have been rejected by the Tribunal.

It is in these circumstances that the claimant-Union of India is the petitioner before this court.

I have heard Ms.Anjali Kukar, learned Central Government Standing Counsel appearing for the petitioner-Union of India and have also gone through the observations made by the Tribunal in its impugned order.

It is apparent that an award dated August 9,1994 was passed by the Tribunal when the claim petition filed by Claimant-Union of India was allowed. An amount of Rs.94328.69 paise was awarded. Thereafter in execution proceedings no new party could have been added nor original award could have been amended or

reviewed by the executing Court. The executing court under any circumstances could not have gone behind the original award. The award dated August 9,1994 is liable to be executed as it is without any amendment/modification. The plea raised by Union of India that since the name of the Insurance Company was not known to it at the time when the original proceedings had been initiated in the claim petition is not a sufficient ground to review/amend the award.

In view of the aforesaid facts, I do not find any justification to interfere in the present revision petition. The same is dismissed.

March 13,2007 (Viney Mittal)
sks Judge